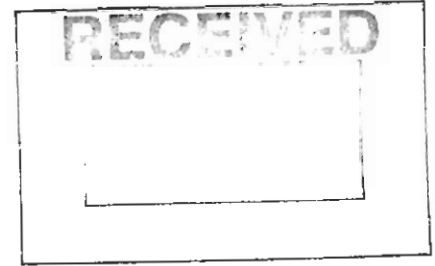


November 17, 2005

Judge Joseph J. Farnan, Jr.  
United States District Court  
844 N. King Street  
Lockbox 27  
Wilmington, DE 19801  
**Civil Action 04-419(JJF)**



US Court Of Appeals Of Appeals  
3<sup>rd</sup> Circuit, 21<sup>st</sup> Floor  
21400 US Courthouse  
601 Market Streets  
Philadelphia, PA 19106-1790  
**Civil Action 05-1264**

**RE: Emerald Ridge Service Corporation & Brooks-McCollum vs. ERSC Acting Directors Civil Action 05-1264 – SETTLEMENT CONFERENCE**

**Emerald Ridge Service Corporation & Brooks-McCollum vs. State Farm  
Civil Action 04-419(JJF) – SETTLEMENT CONFERENCE**

Dear Judge Farnan & The Clerk of the US Court Of Appeals:

For the US Court of Appeals the attorney of record cannot make this filing, because I (Appellant/Plaintiff) do not wish to make the corporation possibly incur any further liability.

I've attached several letters discussing the settlement reached between State Farm, myself and other parties' part of other litigation, in which State Farm has chosen to insure. During said settlement discussions you will note that the other parties refused to pay for the legal fees of Emerald Ridge Service Corporation in the US Court Of Appeals action, which clearly leaves them wide open should the attorney of record decide that he will pursue action for his fees, in that he was hired per the letter received by all parties from the US Court Of Appeals stating and outlining "that a Corporation cannot be represented by an individual in its' court." Based on this Mr. Feinberg was hired so that the Corporation would not lose its rights. The Delaware Supreme Court gave a ruling in its' court that stated at all times relevant that I myself (Cathy Brooks-McCollum) was a Director of the Corporation. The Chancery Court ruled that I was indemnified, but I would not be provided funds until after the proceedings were over. During court proceedings in this court the Chancery Court admitted and agreed that it erred. While there is a settlement on my behalf with State Farm, for all costs incurred, there could still be possible litigation in which the Corporation would be placed at risk. It is not my desire to place the Corporation at risk and it is up to the court to decide if State Farm should also pay for the Corporations legal fees, as not to leave any liability open.

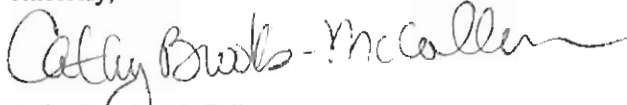
The letter sent by State Farm's attorney Mr. Edward Kafader clearly identifies in paragraph 1 the terms of the agreement as we discussed and those are the only terms agreed to. Furthermore, State Farm's attorney has incorporated a clause of which we never agreed to have as part of any settlement. We clearly discussed that State Farm as part of any settlement would pay for all costs, and I still intend on honoring my part of the agreement. However, if there are costs not known to myself, State Farm, or any other parties, I will not agree to be responsible for them.

Therefore, I ask that one of the courts please outline for all parties what you deem costs for the proceedings per the document submitted to the parties involved, in addition to making a ruling regarding Mr. Feinberg's fees as not to leave Emerald Ridge Corporation wide open. I made several attempts to settle this matter during these proceedings. The first attempt was made when the costs were only some \$500.00, the second was when the costs were some only \$900.00 and the other the costs were somewhere in the \$2,000.00 range, now we are talking about thousands of dollars for what.

During this process my family has suffered severe damage and even then I am still willing to make concessions, but I will not hurt my family any further and pay for costs I did not ask for, and hopefully you can end this, since the parties cannot, without continually trying to take the rights of others in the process.

While, I am tired and want to place all of these pleadings behind me, it is apparent that for some reason the other parties do not want these pleadings to be placed behind them. The only conclusion that I can come up with is that they feel that they will and do have the protection of the courts and as a result of this my family has actually incurred damages in the area of over \$300,000 and just for peace of mind, they won't even agree to pay all costs I am clearly entitled to as having been and confirmed to be a Director of Emerald Ridge Service Corporation.

Sincerely,

A handwritten signature in cursive script, reading "Cathy Brooks-McCollum". The signature is fluid and extends to the right with a long, sweeping tail.

Cathy Brooks-McCollum  
PO Box 12166  
Wilmington, DE 19850  
(302) 521-1241

Attachments

cc: Stephen P. Casarino, Esquire  
Johnathan Parshal, Esquire  
Harry Feinberg, Esquire